

**DECISION**

**THE COMPTROLLER GENERAL  
OF THE UNITED STATES**  
WASHINGTON, D.C. 20548

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**FILE:** B-215052

**DATE:** May 23, 1984

**MATTER OF:** Starck Van Lines of Columbus, Inc.

**DIGEST:**

1. Protest alleging improprieties in a solicitation is dismissed as untimely when filed after bid opening because GAO Bid Protest Procedures require filing prior to bid opening.
2. Whether bidders have legal capacity to perform under state law is a matter to be resolved between the state and the contractor.
3. Whether requirements are met during performance of contract is a matter of contract administration which GAO will not consider.

Starck Van Lines of Columbus, Inc. (Starck), protests any award under invitation for bids (IFB) No. F33601-84-B-0012 issued by the Department of the Air Force (Air Force). Starck contends that certain provisions of the IFB provide an unfair advantage to the incumbent contractor. In addition, Starck argues that the IFB provision calling for local drayage to be performed in certain areas of Ohio should be deleted since none of the bidders has obtained the certificate of operating authority required by the Public Utility Commission of Ohio in order to work in these areas. Finally, Starck contends that the bid of United Moving and Storage should be found nonresponsive for failing to insert prices for item 33 of the IFB and that the Air Force is not enforcing the inspection and quality control procedures required under a previously awarded contract.

We dismiss the protest.

Our Bid Protest Procedures require that a protest alleging improprieties in an IFB which are apparent prior to bid opening be filed prior to bid opening. 4 C.F.R. § 21.2(b)(1) (1983). Since Starck filed its protest after bid opening, its allegations concerning the IFB provisions are untimely and will not be considered on the merits.

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Cobar Services, Inc., B-211618, May 9, 1983, 83-1 CPD 492. Furthermore, whether bidders have the legal capacity to perform under state law is a matter to be resolved between the state and the contractor and will not be considered by our Office. Hooper Goode, Inc., B-209830, March 30, 1983, 83-1 CPD 329.

With respect to Starck's remaining allegations, we note that the Air Force indicates that item 33 was not included in the evaluation process and a bidder's failure to include prices for that item would not provide a basis for finding that bid nonresponsive. In addition, whether the Air Force is subjecting a contractor to the inspection and quality control procedures required under a previous contract is a matter of contract administration and not for consideration by our Office. Diffco, Inc., B-212392, August 1, 1983, 83-2 CPD 149

*Harry R. Van Cleve*  
Harry R. Van Cleve  
Acting General Counsel